BRUHAT BANGALORE MAHANAGARA PALIKE

DRAFT REQUEST FOR PROPOSAL DOCUMENT

(through e-Procurement)

Preparation of Detail Project Report (DPR) for Sewage diversion drain and other Improvements works at Kogilu lake and kattigenahalli lake, Restoration works and Sewage diversion drain at Narasipura (Sy No.20) lake, Narasipura (Sy No.26) lake and Veerasagar lake

Office of the Executive Engineer (Lakes-Yelahanka),

Annex-3 Building, 3rd floor,

N. R. Square, Bengaluru– 560 002

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BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer (Lakes-Yelahanka), Annex-3 Building, 3rd Floor,
N.R .Square, Bengaluru – 560 002

No: EE(Lakes-Ylk)/TND/02/2023-24 Date: 28-12-2023

INVITATION FOR TENDER (IFT)

(Through GoK e–Procurement Portal only)

Tenders on item rate basis are invited by the undersigned for the works mentioned below from the registered contractors with CPWD/KPWD/Railways/MES or any Central/State Government Organizations. The Tender Document can be downloaded from the GoK e-Procurement Website **(http://kppp.gov.in)** on payment of prescribed fee noted against each item of work in the form of e-Payment (non-refundable) through e-Procurement Platform. The Tenderer should accompany a copy of the Registration Certificate valid upto the year of 2024 and shall be submitted through e-Procurement Portal.

Sl. No.	Name of the Work	EMD (in Rs)	Approx. Cost of Project (Rs.in lakhs)	Cost of Tender Document (in Rs.)	Period of Completion
1	Preparation of Detail Project Report for Sewage diversion drain and other Improvements works at Kogilu lake and kattigenahalli lake, Restoration works and Sewage diversion drain at Narasipura (Sy No.20) lake, Narasipura (Sy No.26) lake and Veerasagar lake	15,000 /-	800.00	As per e- portal	2 Months

CALENDER OF EVENTS:

1) Tender documents available from: 30-12-2023
2) Pre-bid Meeting on: 06-01-2024 at 16:00 hours
3) Submission of Tenders on or before: 12-01-2024 @ 16:00 hours
4) Opening date of Technical Bids: 16-01-2024 at 16.30 hours
5) Opening date of Financial Bids: will be informed later

CONDITIONS:

1) No Joint Venture/Consortium is permissible.
2) The validity of tender is 90 days from the date of opening of tender.
3) Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://eproc.karnataka.gov.in
4) For details, registration and e-payment visit GoK e-Procurement website https://eproc.karnataka.gov.in or contact e-Procurement Helpdesk.
5) Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
6) Other details shall be obtained in the tender documents.
7) Further details of the work can be obtained in the office of Executive Engineer (Lakes-Yelahanka), BBMP. on all working days.

Sd/-
Executive Engineer (Lakes-Yelahanka)
Bruhat Bengaluru Mahanagara Palike

Copy to:

1. Hon'ble Chief Commissioner, BBMP for kind information.
2. Special Commissioner (Lakes) and Zonal Commissioner (Yelahanka) for kind information
3. Chief Engineer (Lakes) for kind information.
4. Joint Commissioner (Yelahanka zone) for Kind information.
5. Supdt. Engineer (Lakes) for kind information.
6. CAO/Chief Auditor for kind information.
7. I.T. Advisor with a Request to publish the same in the BBMP Website.
8. Accounts Superintendent for information & for necessary action.
9. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
10. Office Copy

Executive Engineer (Lakes-Yelahanka)

Bruhat Bengaluru Mahanagara
Palike

INVITATION FOR TENDERS (IFT)

Subject: Preparation of Detail Project Report for Sewage diversion drain and other Improvements works at Kogilu lake and kattigenahalli lake, Restoration works and Sewage diversion drain at Narasipura (Sy No.20) lake,, Narasipura (Sy No.26) lake, and Veerasagar lake and Improvements to Yelahanka lake

1. You are hereby invited to submit Technical and Financial proposals required for the above consultancy assignment, which could form the basis for future negotiations and ultimately a
Contract between your firm and Office of the Executive Engineer (Lakes-Yelahanka), Annex
Building-3, 3rd Floor, N.R Square, Bangalore – 560 002

2. The purpose of the assignment is to: Refer Terms of Reference ToR at Annexure-1

3. The following documents are enclosed to enable you to submit your proposal:

(a) Annexure-1: Terms of Reference (ToR)
(b) Annexure-2: Supplementary Information for the including suggested formats for the submission of Technical and Financial Proposals
(c) Annexure-3: Form of Contract for Consultant's Services under which the Services
will be performed

4. In order to obtain first hand information on the assignment and local conditions, it is considered desirable that a representative of your firm visit the Client before the proposal is submitted. Your representative shall meet the following officials:

OFFICE OF THE EXECUTIVE ENGINEER (LAKES-YELAHANKA), BBMP,
ANNEXBUILDING-3, 3rd FLOOR, N.R SQUARE, BANGALORE – 560 002

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

5. Submission of Proposals:

The proposals shall be submitted through e-procurement portal in two parts viz., **"Technical"** and **"Financial"** and should generally follow the Forms given in the "Supplementary Information to Consultants".

5.1 The **"Technical"** and **"Financial"** proposals must be submitted in two separate parts through e-procurement portal in formats/schedules given in the Supplementary Information for Consultants. The **"Technical Proposal"** should include the description of the firm/organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan, methodology and approach in response to suggested terms of reference. This should not contain any cost information whatsoever. The **"Financial Proposal"** should contain the detailed price offer for the consultancy services exclusive of GST Charges.

You will provide detailed breakdown of costs and fees as follows:

- Remuneration of Staff
- Reimbursable such as per diem, transportation etc.; and
- Report, Reproduction etc.

5.2 Opening of Proposal

The proposal (Technical Proposal only) will be opened by the Client or his authorized representative in his office in presence of such consultants or their authorized representative who may choose to be present. It may please be noted that the Financial Proposal will not be opened until evaluation of Technical Proposal has been completed and approved by competent authority and the same may be intimated.

6. Evaluation of Proposals

The technical proposals will be evaluated using the following criteria:

\

(i) General qualifications (Total 50 points);

a) Consultants shall have a valid ISO certificate as consultancy services provider from Government approved/ registered Firm (05 points)

b) Consultant should insured against all risks. Shall be specified by providing ESI certificate & EPF certificate (05 points)

c) Their language and experience in the region (05 points).

d) Involvements in skills transfer program and training ability (05 points).

e) The consultant's relevant experience for the assignment: The firm must have an experience in the field of civil engineering consultancy for last 3 (three) years i.e providing design, project management and consultancy services for State/Central Government projects and their undertaking agencies (20 points)

f) The quality of the methodology proposed (10 points)

(ii) Adequacy for the assignment (suitability to perform the duties of the assignment). These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc.(Total 50 points);

a. Experience of having successfully completed at least 5 (Five) works of similar nature (lake development works) in the last 3 (three) years. In support of this, the Tenderer shall furnish Work Completion Certificates duly certified by the Competent Authority not less than the rank of Executive Engineer along with Technical Bid (20 points)

b. The consultancy firm in addition to above should have successfully completed minimum one DPR work as a prime consultant for a single work of value not less than Rs.400.00 lakhs in similar lake development work in past 3 (three) years in Government agencies. In support of this, the Consultant should furnish documents duly certified by the competent authority of rank not below the grade of Executive Engineer (20 points)

c. Achieved in at least two financial years out of last 3 (three) years i.e. between 2020-21 and 2022-23, a minimum turnover of not less than Rs.12.00 Lakhs. In support of this, the Tenderer shall furnish a Certificate duly attested by a Chartered Accountant along with Technical Bid (10 points)

Qualification criteria for the Consultants:

a) Consultant should provide with latest Valid GST certificate which should be submitted as proof.

b) Consultant should have Established Office locally and should be running office from past 2 (two) years. Proof of certificate should be submitted.

c) Joint Tenders are not allowed. The offer of the Consultant, who does not qualify for the above pre-qualification norms, will not be considered for further evaluation.

d) Past experience and Quality of services of tenderer will be considered for evaluation and will be rejected if found bad record.

e) Any litigation history of the firm/agency should be disclosed. Non-disclosure shall amount to cancellation of the tender.

f) Any false information furnished in the tender shall upon detection be liable for cancellation of the bid / agreement of the agency.

g) Conditional or incomplete tenders shall be rejected.

h) All correspondences between the consultants or BBMP should take place through acknowledgeable means in written form only. Oral or verbal communications are not liable to be acknowledged.

i) All the details/columns provided in the RFP document should be filled page wise and corrections if any shall be duly attested. Incomplete RFP documents are liable for rejection.

j) Financial and other details should be enclosed in the financial bid given.

k) The Chief Commissioner, BBMP reserves the right to accept or reject the tender in-totality without assigning any reasons.

7. Deciding the Award of Contract

1) Quality and competence of the consulting services shall be the paramount requirement.
The decision of the award of the contract would be made as under:

2) Technical proposals scoring not less than 75% of the total points will only be considered for further evaluation;

3) The Client shall notify those consultants whose proposals did not meet the minimum qualifying points or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening of the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail;

4) The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultant, the quality scores and the offered prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5) The Evaluation Committee will determine whether the Financial Proposals are complete [i.e., whether they have coasted all items of the corresponding Technical Proposals. If not, the Client will cost them and

add their cost to the initial price], correct any computational errors. The evaluation shall exclude the Consultant's Service Tax.

6) The Client will select the lowest proposal ['evaluated' price] among those that passed the minimum technical score and invite them for negotiations.

7) During negotiations the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.

8) Negotiations will commence with a discussion of the Consultant's Technical Proposal, proposed methodology (work plan), staffing and any suggestions you may have made to improve the ToR. Agreement will then be reached on the final ToR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimisation of the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Contract.

9) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates including man-month rates)

10) Having selected Consultants, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

11) The negotiations will be concluded with a review of the draft form of contract. The Client and the Consultant will finalize the contract to conclude negotiations.

12) If the negotiations with the Consultant are successful, the award will be made to him and all other consultants notified. If negotiations fail, and if it is concluded that a contract with reasonable terms cannot be concluded with the winning Consultant, the Consultant quoting second lowest cost will be invited for negotiations. This process will be repeated till an agreed contract is concluded.

13) Please note that the Client is not bound to select any of the firms submitting proposals. Further as quality is the principal selection criterion, the Client does not bind itself in any way to select the firm offering the lowest price.

14) It is estimated that about 2 Man-months of services will be required for this assignment and generally you should base your financial proposals on this figure. However, you should feel free to submit an alternative

proposal on the basis of man-months considered necessary by you to undertake the assignment.

15) You are requested to hold your proposal valid for **90 (Ninety) days** from the date of submission without change in the personnel proposed for the assignment and your proposed price. The Client will make its best efforts to select a consultant firm within this period.

16) Please note that the cost of preparing a proposal and of negotiating a contract including visits if any is not reimbursable as a direct cost of the assignment.

17) Assuming that the contract can be satisfactorily concluded in January-2024. You should be expected to take up/commence at the earliest.

18) We wish to remind you that any manufacturing or construction firm with which you might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignment form a part.

19) Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.

Annexures:

1) Terms of Reference (ToR)
2) Supplementary Information to Consultants.
3) Contract format under which Assignment will be performed

Annexure-1

TERMS OF REFERENCE (ToR)

Detailed Project Report (DPR) for lake development works for the above mentioned lake are to be prepared including all components of works specified in detail under the scope of works, preparation of necessary engineering designs, drawings, technical specifications, detailed estimates and tender schedules.

Your applications to be submitted in two cover system comprising of technical bid and financial bid for the above lake, as per the conditions stipulated.

The DPR shall be prepared in two stages,

(a) Feasibility report

(b) Detailed Project Report

The specific components of works to be planned under feasibility report are as furnished in the detailed scope of works. On approval of the feasibility report by BBMP with such changes as may be suggested by the BBMP, if any, the DPR shall be prepared along with drawings in AutoCAD format including detailed estimates with technical specifications and tender schedule etc. Three copies of the DPR together with all tender documents including drawings shall be submitted to BBMP in hard copy and one in soft copy on a Pen drive in PDF format.

INFORMATION TO THE CONSULTANTS

(1)The above mentioned lakes are located in Bangalore urban district.

(2) Lake is polluted by discharge of sewage and other wastewaters. The storm water carries urban litter, plastics and other solid wastes and is being discharged into the lake. The lake development works shall therefore provide for necessary preventive/control measures against the pollution of the lake by sewage and other wastewaters, sediment (silt, sand, grit, etc.), discharge of urban litter, plastics and other solid wastes transported into the lake.

(3) The consultants are advised to visit the lake site and study the site conditions before submission of their Proposal.

SCOPE OF WORK

1) A joint inspection of lake and the watershed area of lake have to be carried out by the successful consultants with an official of the BBMP in respect of lake, their inlet channels and outlet channels, overflow weirs, main tank bund and peripheral bunds and important details in watershed area of lake such as major polluting stream, discharge points and their sources and solid waste dumping. This is necessary to understand the causes and sources of pollution.

2) Water Samples have to be collected from all the inflow points, 4 points in the middle of the lake and all out let points to determine the extent of pollution of the lake and also to determine remedial actions required.

3) Lake sediment samples have to be sampled at the inlet zone of the lake, two points at the middle of the lake. And at all out let points by taking undisturbed sediment deposits at regular intervals up to a depth of 2.0 mtrs, to determine the concentration of oxidizable organic matter, total Nitrogen and total Phosphorus present in the sediments. In respect of lakes receiving industrial effluent discharges, trace metals and industry specific polluting chemicals may have to be tested for, after inspection of the watershed area of lake.

1. **Total Station Survey of Lake**

    1) Surveying of the lake should be carried out using electronic total station system. AutoCAD drawings are to be prepared to bring out the following information.

    2) Boundary survey of the lake demarcating the overall lake boundary outside the lake bunds and also the water spread area as on the date of survey. Drawings have to be prepared to show the following morph metric details of the lake.

    3) Total length of shoreline along Full Tank Level (FTL) with reference to the top level of the waste weir.

    4) Total area of the lake falling within the FTL

5) The LS of the lake bund at every 25.0 mt showing the top width, bottom width all along the length of main tank bund, ring bunds around the lake. Cross sections at every 50.0 mt intervals of the LS and levels at 1.0 mt interval along the slopes of bund upto 8.0 mt from the bottom edge of the slope.

6) Bed levels of the lake at gridlines along north-south and east-west at 50.0 mt spacing to cover the entire lake bed and also to a distance of 100.0 mt around the lake outside the bund of the lake giving ground levels at every 25.0 mt interval along the gridlines.

7) Surveying and mapping all existing water inlet and outlet drains of the lake indicating the width of channels as existing to a distance of 250.0 mt from the lake along the upstream and downstream of the inlet and outlet channels. Cross sections of these channels (both inlet and outlet channels) have to be surveyed at every 25.0 mt interval indicating levels at every 1.0 mt up to the total width of the channel extending up to 5.0 mt on either side of the channel. Cross section drawings bringing out details shall be prepared and submitted.

8) Contour line shall be marked 0.3 mt above the level of the exit point of the surplus weir and existing water level of lake on the date of survey.

9) The full storage capacity of the lake shall be computed taking into consideration the survey data.

10) Existing waste weir and its cross section details such as top width, bottom width, top level, bottom level, length, condition and cross section at every 5 m distance with levels at 1.0 mt intervals up to 10.0 mt on either side along the alignment of the weir has to be shown in a drawing.

11) A lake plan drawing has to be prepared showing all the above details.

Bathymetric map of the lake bed, for base line data:

The bathymetric map of the lake has to be prepared showing the depth of the lake at different points by means of contour lines drawn for every 0.3 mt difference in elevation. The map must be prepared based on bed levels taken at several points of the lake and not extrapolated from a few spot levels. The spot levels at intersections of 100 mt grids have to be factually read and marked on the plan of the lake.

Bathymetry of the lake:

The bathymetric map has to be prepared by taking the bed levels of lake in the manner suggested above. The bathymetric map thus prepared is useful to derive the exact volume of de-silted earth using AutoCAD. The

surplus weirs and inlet channels shall be surveyed to bring out the Longitudinal Section (LS) and Cross Sections (CS).

In case sewage diversion channels are proposed for the lake the Longitudinal and Cross Sections along the chosen alignment shall be surveyed and mapped

LS and CS have to be taken along the entire length of alignments chosen in consultation with the BBMP for the construction of channels for diversion of surplus sewage out of the lake to downstream. Ground levels for the LS shall be taken at every 30.0 mt intervals and cross sections at every 100.0 mt intervals. For cross section levels have to be taken at every 1.0 mt interval to a width of 10.0 mt on either side of the line of LS. Drawings have to be prepared for the LS and for all CS with reference to a datum level and the profile of the existing GL along the line of LS and for each CS have to be drawn.

5. Summary of drawings to be prepared

a) Three sets of computer aided drawings have to be prepared in AutoCAD to the following scale and compact disks containing the drawings have to be supplied along with the drawings. The prescribed scale for maps shall be 1 cm = 40 m for length exceeding 1 km. The drawings shall be on paper A1 of size i.e. 841 x 594 mm. The consultant may adopt any other scale in consultation with the BBMP.

b) Lake side elevation drawing details of surplus weir – Road Bridge showing dimensions of vent ways and overflow weir levels shall be drawn to 1 cm = 5 m scale.

c) Area of water spread of lake to be shown in a drawing with reference to the time of survey. The dry weather flow measurements to the lake if any will have to be quantified and recorded for each inlet.

d) The water balance calculation to be given with suggestions/solutions to keep the water body perennially filled.

6. <u>Feasibility Report:</u>

The feasibility report shall provide details on the following items.

1. Morphometric details of the lake namely catchment area, maximum water spread area of the lake, shore line length with reference to FTL, average depth and maximum depth, full tank level (FTL), maximum water level (MWL), main tank bund level, volume of the lake at FTL, length of overflow weir and maximum flood discharge (MFD).

2. Brief description and present physical status and environmental status of watershed of the lake.

3. Estimation of annual nutrients and pollutant loads (*BOD, total Nitrogen, total Phosphorous, quantity of sediments / silt*) likely to be discharged into the lake by inlet streams and storm water inlets from various sources.

4. The water samples should be taken at sunrise.

5. The present physical status of the lake's appurtenant structures and their structural safety namely main tank bund, ring bunds if any, surplus weir, sluice gates, inlet drains, outlet drains and any other form of outlets.

6. **Analysis of Water balance of the lake including:**
   - Loss of water from the lake due to evaporation and evapo-transpiration
   - Loss of water from the lake bed due to percolation
   - Estimation of the storage capacity of the existing lake (and after desilting, if proposed)
   - Need for provision of any wastewater treatment plant to supply recycled water free from excessive nutrients and its capacity.
   - Design of diversion channel/pipes/STP as the case may be for avoidance/ treatment of sewage in flow.
   - Various other alternative options for treatment of sewage in flow.

7. **Proposed improvements as per the requirement to the lake structures, inlet channels and outlet channels including:**
   - Strengthening main tank bund
   - Desilting the lake bed
   - Construction of ring bunds and wetland bund
   - Construction of island
   - Construction of surplus weir
   - Construction of outlet drain from the waste weir
   - Construction of screens barriers and silt-traps for inlet channels
   - Construction of RCC leap weir and diversion sewer to divert sewage and other wastewater and take in the monsoon water runoff to the lake
   - Construction of a "Constructed/Engineered Wetland" at the inlet zones to take the required treated water from BWSSB's STP for augmenting the lake for evaporation and percolation losses.
   - Terracing and levelling the sides of lake from ring bund up to the road boundary
   - Boundary chain link fencing and installation of boundary pillars
   - Survey and assessment of Green area required to preserve the habitat including plantation in foreshore for erosion control.

- Survey and assessment of development activities such as Walking /Jogging path, Shelter, Gazeboes, Adequate Toilets, Children Parks, Parking lot etc.,

8. Environmental and Social impact analysis shall be carried out and included as a separate chapter in the detailed project report.

9. Conceptual plan drawing with necessary typical type design drawings for various development works proposed by the consultants and the respective engineering drawings for various components of construction works for lake development.

10. Approximate cost estimate for the above items of works based on current SR of the local PWD / MI circle shall be prepared.

7. Detailed Project Report:

The Detailed Project Report (DPR) shall provide the following details.

1. Estimation of pollutant load discharged into the lake.

    a) Point sources of pollution
    b) Non-point sources of pollution
    c) Nutrients released from the lake sediment bed
    d) Algal species present in the lake water
    e) Fish species present in the lake

2. Planning, design and preparation of necessary drawings for prevention and control of pollution of lake water from various sources stated above comprising of.

    a) Best management practices for management of watershed of the lake
    b) Sediment transport into the lake
    c) Urban litter transmitted by storm water discharge into the lake
    d) Point source pollution by streams of sewage, sullage and other wastewaters
    e) Control of non point source pollution (BOD, Nutrients-nitrogen and phosphorous) by storm water discharge into the lake
    f) Nutrient release from lake sediment bed to the lake water.

3. Preparation of a document furnishing guidelines for post restoration monitoring of the lake water quality and necessary corrective measures for controlling pollution of lake water with annual recurring cost for lake water quality monitoring and watershed management.
4. Suggesting guidelines for promoting environment awareness to public and achieving voluntary public participation in the pollution prevention and lake management works.

5. Guidelines for training of Government officers and members of citizen committee
6. Preparation of a time schedule for implementing the Lake development projects
7. Preparation of detailed estimates including Operation & Maintenance.
8. Preparation of drawings and tender schedule.
9. Preparation of construction drawings including necessary structural engineering drawings wherever necessary.

8. General details:

1) The duration for preparation of detailed project report for the above work is 30 days.
2) Primary & secondary data shall be generated/collected from the respective departments. Any data available in BBMP will be shared with the Consultant.
3) The consultant shall submit two copies of Feasibility Reports, Draft Detailed Project Report with one set of soft copy and eight copies of Final Detailed Project Report with two sets of Soft copy.
4) A team comprising of Chief Engineer, Executive Engineer and Assistant Executive Engineer will review the work of consultant at all stage of preparation of DPRs.
5) Following Experts whose CVs and experience will be evaluated.

   i. Team leader with civil/Environmental Engineering back ground - 1No.
   ii. Hydrology/Water resource engineer - 1No.
   iii. Environmental / Chemical Engineer - 1No
   iv. Structural Engineer - 1No

9. Payment Schedule:

(A) On acceptance of Feasibility study : 30% of the tender amount after the acceptance of the Feasibility Report

(B) On acceptance of Detailed Engineering and designs : 30% of the tender amount after the acceptance of the Draft DPR

: 20% of the tender amount after the acceptance of the Final DPR

(C) On submission of Bid documents : 20% of the tender amount after the acceptance of the Bid documents.

Force majeure:

Notwithstanding the provisions of the tender, the first party (winning bidder / tenderer / consultant) shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the first party and not involving the first party and not involving the first party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the second party / client (Bruhat Bangalore Mahanagara Palike) either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the first party shall promptly notify the client in writing of such conditions and the cause thereof. Unless otherwise directed by the client in writing, the first party shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The second party / client may terminate this contract, by giving a written notice of minimum 30 days to the first party, if as a result of Force Majeure, the first party being unable to perform a material portion of the services for a period of more than 60 days.

In the event of a force majeure arising, both parties having acted in the manner hereinbefore provided, shall restrict their claim to the extent of the contractual obligations already performed and no claim shall arise for the unperformed portion of the contract.

Annexure-2

SUPPLEMENTARY INFORMATION FOR THE CONSULTANTS

Proposals:

1. Proposals should include the following information:

(a) <u>Technical Proposals:</u>

i. Technical Proposal Submission in Form F-1.
ii. A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last three years in the format given in Form F-2.
iii. Any comments or suggestions of the Consultant on the ToR.
iv. A description of the manner in which Consultants would plan to execute the assignment, work-plan, time schedule in Form F-3 and approach or methodology proposed for carrying out the assignment.
v. The composition of the team of personnel which the Consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
vi. Curricula Vitae of the individual key staff members to be assigned for the assignment and of the team leader who would be

responsible for supervision of the team. The curricula Vitae should be in Form F-5 and signed by the concerned personnel.

vii. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the ToR.

(b) <u>Financial Proposals:</u>

The financial proposals should include the following:

i. Financial Proposal submission in Form – 6.
ii. Cost Estimate of Services, List of Personnel and Schedule of Rates in Form - 7

2. Two copies of the Proposals should be submitted to the Client.

3. The Consultants should note that the Contract for this Assignment will be with the Client

Executive Engineer (Lakes-Yelahanka), BBMP, Annex Building-3, 3rd Floor, N.R Square,
Bangalore – 560 002.

4. Payments to the Consultants shall be made in accordance with the agreed estimated schedule assuring the Consultants of regular payments along as progress on the Assignment proceeds as planned and invoices with relevant supporting documents are submitted for approval on a timely basis.

5. Review of reports:

A review committee (to be restricted to three members) consisting of the following officers will review all reports of Consultants (Inception, Monthly, Quarterly and other reports) and suggest any modifications/changes considered necessary within 15 days of receipt.

a) Chair man - Chief Engineer (Lakes), BBMP
b) Member (Technical) - Executive Engineer (Lakes-Yelahanka), BBMP
c) Member (Technical) - Asstt. Executive Engineer (Lakes-Yelahanka), BBMP
d) Member (Finance) - Accounts Superintendent, Lakes, BBMP

FORM F – 1

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:

(Name of Consultant)

To:

Executive Engineer (Lakes-Yelahanka), BBMP
Annex Building-3,3rd Floor, NR Square,
Bangalore – 560 002

Dear Sir:

Sub: Hiring of Consultancy Services for ……

Ref: IFT No……, dated …….

We herewith enclose Technical Proposals for the above assignment, We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act-1988".

Yours faithfully,

Signature

Name

Address

……

……

(Authorized representative)

FORM F – 2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Brief description of the Firm/Organization

.....

.....

.....

.....

2. Outline of the recent experience on assignments of similar nature:

Sl. No	Name of assignment	Name of the project	Client name	Cost of assignment	Date of commencement	Date of completion	Was assignment satisfactorily completed
1	2	3	4	5	6	7	8

[Note: Please attach certificates from the Client by way of documentary proof]

FORM F – 3

WORK PLAN TIME SCHEDULE

A. Field Study:

Sl. No.	Item	Month-wise Program 1st 2nd

B. A short Note on the Approach and Methodology outlining various steps for performing the Assignments

C. Completion and submission of Reports

1) Inception Report
2) Feasibility
3) Draft DPR
4) Final DPR

D. Comments/Suggestions on Terms of Reference

E. Comments on the data, services and facilities to be provided by the Client.

FORM F – 4

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task assignment

2. Support Staff

Sl.No.	Name	Position	Task assignment

FORM F - 5

SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANT'S TEAM

1. **Name:**

2. **Profession/ Present Designation:**

3. **Years with Firm/Organization: Nationality:**

4. **Area of Specialization:**

5. **Proposed Position on Team:**

6. **Key Qualifications:**

   (Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page)

7. **Education:**

   (Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page)

8. **Experience**:

   (Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page)

9. **Languages:**

   (Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Signature of Staff Member

Date: ……
Place……

FORM F – 6

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

From:	To:
.....	.....
.....	.....
.....	.....
.....	.....
(Name of Consultant)	(Name of Client)

Dear Sir:

Sub: Hiring of Consultancy Services for .....

Ref: IFT No.....dated .....

Dear sir,

We herewith enclose Financial Proposals for the above assignment. We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely “Prevention of Corruption Act-1988”

Yours faithfully,

Signature:

Name:

Address:

.....

(Authorized representative)

FORM F – 7

COST ESTIMATE OF SERVICES, LIST OF PERSONNEL, SCHEDULE OF RATES

1. Remuneration of Staff (Professional/Managerial/Support)

Designation	Name	Rate (Rs.) (per day/month)	Period (days/months)	Total Amount (Rupees)
(a) Team Leader	.....	.....	.....	.....
(b)	.....	.....	.....	.....
(c)	.....	.....	.....	.....
(d)	.....	.....	.....	.....
(e)	.....	.....	.....	.....
(f)	.....	.....	.....	.....

Sub-Total (1) .....

2. Reimbursable:

Item	Rate (Rs)	Unit	Total Amount (Rs.)
(a) Travel	.....	.....	.....
(b) Local Transportation	.....	.....	.....
(c) Per diem	.....	.....	.....
(d) Others (Give details)	.....	.....	.....

Sub-Total (2) .....

TOTAL COST (REMUNERATION & REIMBURSABLE) .....

CONTINGENCY CHARGES .....

CONTRACT CEILING AMOUNT (Figures and Words) …… (Figures)
……(Words)

Annexure-3

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert Client's name] ("the Client") having its principal place of business at [insert Client's address], and [insert Consultant's name] ("the consultant") having its principal office located at [insert Consultant's address].

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

(i) The Consultant shall perform the services specified in Attachment A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Attachment B,"Consultant's Reporting Obligations," within the time periods listed in such Attachments, and the personnel listed in Attachment C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term:

The Consultant shall perform the Services during the period commencing the date …… and continuing through …… or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. Ceiling:_

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed a ceiling of Rs. ……. The payments made under the Contract will be as per Clause 7 of Annexure-1 (Terms of Reference)

B**. Payment Conditions**:_

Payment shall be made in Indian Rupees, no later than 60 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause-4.

4. Contract Administration:

A. Coordinator:_

The Client designates Mr./Ms. …… As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Time sheets:_

During the course of their work under this Contract, including field work the Consultants' employees proving services under this contract may be required to complete timesheets or any other document used to identify the time spent, as well as expenses incurred, as instructed by the coordinator.

C. Records and Accounts:_

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultants' records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the

Client's business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultants not to be engaged in certain activities:

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the consultants, shall be disqualified from providing goods, works or services(other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. Indemnify the Client:

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. Taxes:

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed. However, Consultancy Service tax payable for providing this Consultancy Services shall be paid/ reimbursed by the Client separately.

For the Client	**For the Consultants**
Signed by:	Signed by:
Name and designation	Name and designation
Date:	Date:
Place	Place:
Witness:	
1)	
2)	

List of Attachments to the Contract:

Attachment A: Description of Services
Attachment B: Consultant’s reporting Obligations
Attachment C: Cost Estimates of Services, List of Personnel, and Schedule of Rates.